

PTO/SB/82 (08-03)

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Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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REVOCATION OF POWER OF ATTORNEY and APPOINTMENT OF NEW POWER OF ATTORNEY

Application Number	10/647,778
Filing Date	August 26, 2003
First Named Inventor	RONDEAU, Pierre
Art Unit	3616
Examiner Name	FLEMING, Faye M.
Attorney Docket Number	RP-00128-US15

I hereby revoke all previous powers of attorney given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners at Customer Number:

28735

☒ Please change the correspondence address for the above-identified application to:☒ The address associated with Customer Number:

28735

OR

☐ Firm or Individual Name

Address

Address

City

Country

State

ZIP

Telephone

Fax

I am the:

☐ Applicant/Inventor☒ Assignee of record of the entire interest. See 37 CFR 3.71
Statement under 37CFR 3.73(b) is enclosed (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Name Jonathan D. CUTLER, Reg. No. 40,576

Signature

Date

July 21/04

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☒ *Total of 01 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending on the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Bombardier Recreational Products Inc.

Application No./Patent No.: 10/647,778

Filed/Issue Date: August 26, 2003

Entitled: Atv with Improved Driver Positioning and/or Multi Passenger Capacity

Bombardier Recreational Products Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: RONDEAU et al. To: Bombardier Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel Unknown, Frame Unknown, or for which a copy thereof is attached.
2. From: BOMBARDIER, Charles To: Bombardier Recreational Products Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel Unknown, Frame Unknown, or for which a copy thereof is attached.
3. From: Bombardier Inc. To: Bombardier Recreational Products Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel 014671, Frame 0162, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

July 21/04
Date
450-461-7700
Telephone number

Jonathan D. CUTLER
Typed or printed name
[Signature]
Signature
Director, Intellectual Property
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETE D FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



BOMBARDIER
RECREATIONAL PRODUCTS

WORLDWIDE ASSIGNMENT

WHEREAS we, **Pierre RONDEAU** whose complete address is 1590 Bouffard Street S-Denis-de-Brompton, Quebec, J0B 2P0, Canada; **Claude GAGNON** whose complete address is 2065 Pierre-Hamel Street, Magog, Quebec, J1X 5T9, Canada; **Martin PORTELANCE** whose complete address is 860, Argyle Street, Sherbrooke, Quebec, J1J 3J4, Canada; **Éric DUBÉ** whose complete address is 5684 Hercules Street, Rock-Forest, Quebec, J1N 2J5, Canada; **Martin GAGNÉ** whose complete address is 6052 De La Montagne Street, Valcourt, Quebec, J0E 2L0, Canada and **Daniel NADEAU** whose complete address is 2380 Rang 7, St-Denis-de-Brompton, Quebec, J0B 2P0, Canada (hereinafter referred to as the Assignors), have made an invention entitled:

**ATV WITH IMPROVED DRIVER POSITIONING
AND/OR MULTI PASSENGER CAPACITY**

for which applications for Letters Patent have been filed in the following countries:

<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>
United States	November 13, 2001	60/331,252
United States	June 4, 2002	60/384,822
United States	July 3, 2002	60/393,114
United States	November 13, 2002	10/292,813
PCT	November 13, 2002	

(If necessary, Bombardier Legal Services Department and its agents are hereby authorized to insert the filing dates and the serial numbers when known);

AND, WHEREAS BOMBARDIER INC., a corporation under the laws of Canada whose full postal address is 565 de la Montagne Street, Valcourt, Quebec, J0E 2L0, Canada (hereinafter referred to as the Assignee) is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the aforementioned applications for Letters Patent on this invention and the Letters Patent to be issued upon these applications;

NOW THEREFORE, be it known that for and in consideration of One Canadian Dollar (CA \$1.00) in hand paid and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, by these presents we, the Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and these applications, and all divisions, and continuations thereof, and all Letters Patent that may be granted thereon, and all reissues thereof, and all rights to claim priority on these of such applications, and all applications for Letters Patent that may hereafter be filed for this invention in any country and all Letters Patent that may be granted on this invention in any country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the United States, Canada, and any other country, to issue Letters Patent for this

invention to the Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden. Sopijapuolten tahto on, että tämä luovutuskirja ja siihen liittyvät asiakirjat laaditaan englanninkielellä.*

IN TESTIMONY WHEREOF, WE HAVE SIGNED:


Pierre RONDEAU

Date of Signature: *Dec 11 2002*
Place of Signature: *VALCOURT*


Claude GAGNON

Date of Signature: *16/12/2002*
Place of Signature: *VALCOURT*

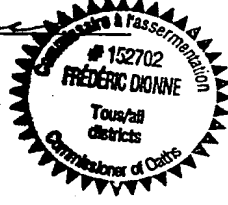

Martin PORTELANCE

Date of Signature: *02/12/10*
Place of Signature: *VALCOURT*

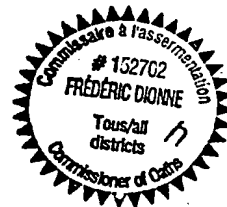

Frédéric DIONNE
A Commissioner, etc.





Frédéric DIONNE
A Commissioner, etc.




Frédéric DIONNE
A Commissioner, etc.




Eric DUBÉ

Date of Signature: 10/12/02
Place of Signature: Valcourt, Canada

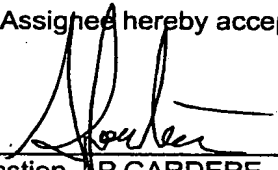

Martin GAGNÉ

Date of Signature: 02/12/10
Place of Signature: VALCOURT, CANADA

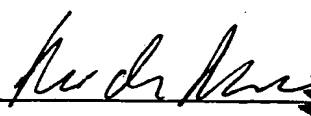

Daniel NADEAU


Date of Signature: 10/12/2002
Place of Signature: Valcourt, Qc

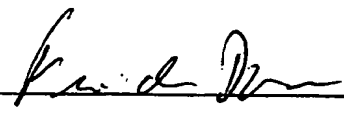
The Assignee hereby accepts the foregoing Assignment:



Sébastien J.P. GARDERE
Legal Counsel, Trademarks & Licensing
Bombardier Inc.

Date of Signature: 16/12/2002
Place of Signature: Valcourt, Canada


Witness

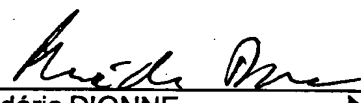




Witness




Frédéric DIONNE
A Commissioner, etc.




Frédéric DIONNE
A Commissioner, etc.



WORLDWIDE ASSIGNMENT

WHEREAS I, **Charles BOMBARDIER** whose complete address is 68 de L'Aquilon Street, Orford, Québec, J1X 6Y8, Canada (hereinafter referred to as the Assignor), has made an invention entitled:

ATV with Improved Driver Positioning And/Or Multi Passenger Capacity

for which application for Letters Patent has been filed in the following country:

<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>
US	13 November 2002	10/292,813
US	13 November 2001	60/331,252
US	04 June 2002	60/384,822
US	03 July 2002	60/393,114
US	13 September 2001	09/950,926
US	13 September 2000	60/232,572
US	04 June 2003	60/475,511
PCT	13 November 2002	PCT/CA02/01754
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA
US	26 August 2003	TBA

(If necessary, Bombardier Legal Services Department and its agents are hereby authorized to insert the filing dates and the serial numbers when known);

AND, WHEREAS BOMBARDIER RECREATIONAL PRODUCTS INC., a corporation under the laws of Canada whose full postal address is 1000 De La Gauchetière St. West, Suite 2100, Montreal, Quebec, Canada, H3B 4W5 (hereinafter referred to as the Assignee) is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the aforementioned applications for Letters Patent on this invention and the Letters Patent to be issued upon these applications;

NOW THEREFORE, be it known that for and in consideration of One Canadian Dollar (CA \$1.00) in hand paid and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, by these presents I, the Assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, my entire right, title, and interest in and to this invention and these applications, and all divisions, and continuations thereof, and all Letters Patent that may be granted thereon, and all reissues thereof, and all rights to claim priority on these of such applications, and all applications for Letters Patent that may hereafter be filed for this invention in any country and all Letters Patent that may be granted on this invention in any country, and all extensions, renewals, and reissues thereof; and I hereby authorize and request the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the United States, Canada, and any other country, to issue Letters Patent for this invention to the Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to me respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden. Sopijapuolten tahto on, että tämä luovutuskirja ja siihen liittyvät asiakirjat laaditaan englanninkielellä.*

IN TESTIMONY WHEREOF, I HAVE SIGNED:


Charles BOMBARDIER


Date of Signature: 18 Feb 2004
Place of Signature: Oxford, Canada


Witness

The Assignee hereby accepts the foregoing Assignment:


Jennifer E. MILLSON
Secretary
Bombardier Recreational Products Inc.

Date of Signature: 2.19.04
Place of Signature: St-Bruno, Canada


Frédéric DIONNE
A Commissioner, etc.

